



THE UNIVERSITY *of*  
NEW ORLEANS

## **INVITATION FOR BID**

**BID NAME AND NUMBER:  
EXCESS BARTENDING SERVICES FOR THE UNO ARENA,  
BSV2649**

**BID OPENING TIME AND DATE:  
AUGUST 9, 2021 at 2:00 p.m.**

**BUYER:  
Susan Varble  
sfvarble@uno.edu**

**RETURN ALL BIDS TO THE FOLLOWING ADDRESS:**

**Purchasing Office  
Administration Annex 1004G  
University of New Orleans  
2000 Lakeshore Drive  
New Orleans, Louisiana 70148  
Phone: (504) 280-6171  
Fax: (504) 280-6297**

## **General Instructions to Bidders**

### **1 Invitation to Bid**

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

### **2 Authority to Sign**

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

### **3 Read Solicitation**

Read the entire solicitation, including all terms, conditions, and specifications.

### **4 Corrections**

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

### **5 Delivery of Bids**

Bids may be submitted in person or by mail. The mailing address, fax number, and e-mail address are listed on the cover sheet. Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

### **6 Bid Alterations**

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

### **7 Late Bids**

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

### **8 Delivery/Freight Charges**

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

### **9 Taxes**

Vendor is responsible for including all applicable taxes in the bid price. The University

of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

### **10 Payment**

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

### **11 Acceptance**

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

### **Bid Signature**

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

_____ Bidder (Company Name)	_____ Mailing Address
_____ Authorized Signature	_____ City, State, Zip Code
_____ Printed Name	_____ Phone Number
_____ Title	_____ Fax Number
_____ E-Mail Address	_____ Federal Tax ID #

## **Standard Terms and Conditions**

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

### **Auditors**

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

### **Award**

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

### **Bidder Inquiries**

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than ten (10) calendar days prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

### **Contrary Terms and Conditions**

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

### **Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Executive Order 11246, Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other

non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

#### Equivalency

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

#### Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

#### Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

#### Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

#### New Products

All products are to be new, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

#### Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified

warranty requirements, and bid prices will include any premium costs of such coverage.

### DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? \_\_\_\_\_
2. Is the bidder a spouse of a legislator? \_\_\_\_\_
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? \_\_\_\_\_
4. If the bidder is a corporation, is it a publicly traded corporation? \_\_\_\_\_

### LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.

Preferences shall not apply to service contracts.

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? YES \_\_\_\_\_ NO \_\_\_\_\_

Specify Item Numbers:

\_\_\_\_\_

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

\_\_\_\_\_

Do you have a Louisiana Business workforce? YES \_\_\_\_\_ NO \_\_\_\_\_

If so do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

YES \_\_\_\_\_ NO \_\_\_\_\_

## **SCOPE OF WORK**

### **Scope of Work:**

The University of New Orleans is seeking to partner with a 501 (c) 7 not-for-profit organization which has been determined to be a social and recreational club, tax-exempt organization pursuant to the Internal Revenue Code for the provision of staffing to operate concessions at the UNO Lakefront Arena. Concessions will consist of both general concessions as well as beer and liquor concessions.

### **Agreement Period:**

The initial agreement period shall be from date of award through June 30, 2022. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. Renewals will be from July 1<sup>st</sup> through June 30<sup>th</sup> of the remaining contract years. Contract shall not exceed four (4) renewal periods.

### **Sale of Concessions:**

The University of New Orleans will grant Group the right to sell concessions and other products as identified by the University from time to time during events at the University of New Orleans Lakefront Arena. The University shall determine the schedule for which Group shall provide concessions sales and/or services to the Arena. All services by the Group shall be performed in the concessions area(s) designated by the University, unless otherwise determined by the University.

### **Group Manager**

Group will designate one (1) volunteer as a Group Manager. The Group Manager shall be responsible for overseeing all services to be provided pursuant to this Agreement, including but not limited to (a) organizing the necessary volunteers for each event, (b) relaying communications between Group volunteers and Arena, (c) enforcing Arena policies, (d) ensuring each volunteer signs the sign-in sheet prior to each event, (e) ensuring the concessions stand is clean and prepared prior to each event, (f) counting inventory with Arena personnel prior to and after each event, and (g) ensuring the concessions stand is clean and secured after each event. The Group Manager will be required to be present at all Arena and UNO events at which Group provides services.

### **Concessions**

Arena shall supply Group with all products to be sold to patrons at Arena and University events. At the beginning of each event, the Group Manager will

count inventory and verify the inventory count with an Arena supervisor. It is the Group's responsibility to monitor and supervise all inventory while the event is in session. At the end of the event, the Group Manager shall count the inventory, complete the stand sheet, and an Arena Supervisor will verify after event or next business day.

### Volunteers

The Group shall use volunteers to sell products at the UNO Lakefront Arena according to the schedule set by the Arena. Arena personnel will provide reasonable training to the volunteers, and all required to work for each event scheduled. Each group will be required to have a specified number of volunteers at each event as determined by the Arena. For each beer/liquor concession a minimum of four (4) volunteers will be necessary, and for each food concession a minimum of eight (8) to ten (10) volunteers will be necessary. All volunteers must be eighteen (18) years of age unless otherwise approved by Arena personnel.

Arena personnel will specify a time at which all volunteers must be present prior to each event. If at any time it becomes necessary for Arena personnel to help Group work the concessions stand(s) because the Group did not provide the required number of volunteers, the Arena shall deduct from the Group's earnings an amount equivalent to the Arena personnel's hourly wages while assisting the Group. The Group represents and warrants that all services to be performed by the volunteers shall be performed in a courteous and efficient manner.

### Volunteer Status

Prior to each event, Group shall have each volunteer who will perform services for the Group at the event sign a copy of the acknowledgement and release form, a copy of which is enclosed as Exhibit A, prior to performing any services. The form shall confirm that each volunteer is performing services and providing time and effort for the benefit of the Group and does not desire or expect any compensation for any services performed. The Group Manager shall ensure that a copy of the release and acknowledge form, signed by each volunteer, is given to Arena personnel prior to each event.

### Alcohol

All volunteers serving liquor or beer must have a Louisiana Server's Permit. All volunteers serving liquor or beer must complete TAMS training. Training will be provided at no cost to the volunteer.

### Uniforms

All volunteers must wear uniforms while performing services for the Arena. Lakefront Arena attire is defined as black pants, black socks, solid black



shoes, and white collared shirt, unless otherwise specified by Arena Supervisor. Exact uniforms will be discussed and agreed upon prior to the event.

#### Parking

Employees may park in the designated parking section towards the rear of the Arena and can be directed to such or an alternate location upon arrival. Parking will be at no cost to the participants.

#### Cash Handling Procedures

All participants will follow the cash handling procedures specified by the Arena. Please note that all cash shortages will be deducted from the Group's final commission and all overages will be kept by the Arena with no exceptions.

#### Payment for Services

The maximum amount the Arena is willing to pay Group will be 6% of gross sales on alcohol and 10% for concessions sold. Each bidder will fill in below exactly what percentage its Group is willing to accept as payment. Groups will be ranked from lowest to highest percentage.

**State Payment Percentage on Alcohol Here:**\_\_\_\_\_

**State Payment Percentage on Concession Here:**\_\_\_\_\_

Group shall provide Arena with the Group's Federal Tax Identification Number before any payment will be made. Payment shall be made by every 10<sup>th</sup> of the month following the event. The Arena will guarantee a minimum payment of \$100.00 per Group per event.

#### Award:

Assignments will be awarded as follows:

The University will award three contracts. Groups will be contacted for events starting with the lowest percentage being considered first.

#### Deficient Services

In the event Arena determines, in its sole discretion, that there is a deficiency in the services performed by the Group, Arena shall notify Group of such deficiencies and Group shall promptly take steps to correct such deficiency.

### Signs and Decorations

Group will neither post nor erect any decorations, signs, advertisements, or posters of any kind or description without prior written approval from the University.

### Assignment

This Agreement may not be assigned by Group without the prior written consent of the University of New Orleans.

### Termination for Cause

Arena may terminate this Agreement immediately if:

- A) Group breaches any terms of this Agreement
- B) There exists any material deficiency in Group's services which remains unremedied after notice by Arena is given to Group of the deficiency
- C) Group refuses to staff the concession stand for one (1) event
- D) Any other situation which, in the sole discretion of the Arena, makes continuation of this Agreement detrimental to the interest of the Arena

### Termination for Convenience

The Arena may terminate the contract at any time by giving thirty (30) days written notice to the Group of such termination.

The Contractor shall be entitled to payment for services already rendered.

### Termination for Non-Appropriation of Funds

The continuance of the Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### Compliance with Laws

Group will comply with all applicable Arena, University, Local, State, and Federal laws and regulations. Group shall indemnify and hold harmless Arena from any and all liability or claims arising from a violation of any Federal, State, or Local laws and/or regulations by Group or Group's volunteers in the performance of the services under this Agreement.

### Insurance

Prior to any operations being performed, unless Group is associated with another public or quasi-public entity, Group shall procure and file with Arena a copy of its certificate of general liability insurance with minimum coverage of \$500,000.00. Group must provide Adult Group Accident Medical Insurance in lieu of employer provided Workers' Compensation Insurance with coverage reflecting what is required by State law of for profit organizations. Such certificates shall name the University of New Orleans and UNO Lakefront Arena as additional insured. Certificates of Insurance will be sent to Stephanie Craig, Business Manager, Lakefront Arena.

### Indemnification

Group agrees to indemnify and hold harmless UNO Lakefront Arena and the University of New Orleans from and against any and all losses, damages, claims, or expenses including reasonable attorney's fees and costs, arising out of any acts or omissions of Group.

### Release

Group releases and discharges UNO Lakefront Arena and the University of New Orleans from any claims, liabilities, damages, and expenses, including bodily injury or death, arising out of or in connection with this Agreement.

### Applicable Law

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Louisiana.

### Miscellaneous

This Agreement constitutes the entire understand and agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior negotiations, understandings, and agreements, whether written or oral, with respect thereto. This Agreement may not be amended or modified, nor may any of its provision be waived, except by a writing executed by both of the parties hereto, or, in the case of a waiver, by the party waiving compliance. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent permissible by law.

### **Special Terms and Conditions**

1. At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from date of award through June 30<sup>th</sup> of the initial contract year. Renewals will be from July 1<sup>st</sup> through June 30<sup>th</sup> of the remaining contract years. Contract shall not exceed sixty (60) months.
2. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
3. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the University. It shall also be specifically agreed and understood that the decision of the University shall be final.
4. Award to be made on an all-or-none basis.
5. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Exhibit A

## Volunteer Sign-In Sheet Acknowledgment and Release Form

(Fill in Event Name)

On

\_\_\_\_/\_\_\_\_/20\_\_\_\_  
(Fill in Date)

By signing below, I acknowledge and agree that:

1. I am familiar with the terms of the Volunteer Services Agreement entered into by and between said Group and the UNO Lakefront Arena and I am volunteering my time and efforts to Group pursuant to the Volunteer Services Agreement by providing concessions stand sales services at the UNO Lakefront Arena for the event and as of the date indicated above. I do not wish or expect, and shall not demand, any compensation for my services from the Group, UNO Lakefront Arena, the University of New Orleans, or any other organization, for providing my services since I wish to donate my services to the Group for free.
2. I shall abide by all of the terms and conditions of the Volunteer Services Agreement.
3. I hereby release and discharge UNO Lakefront Arena and the University of New Orleans from any claims, liabilities, damages, and expenses, including bodily injury or death, arising out of or in connection with my volunteer services and activities of UNO Lakefront Arena, pursuant to the Volunteer Services Agreement.

Group Manager

[illegible]